

IN CONSIDERATION of being given the opportunity to participate in the after school bus transportation from Our Lady of Mercy Academy to the Beekman Beach Boat House in Oyster Bay, New York for the balance of the Crew Season being organized by parents of fellow students the undersigned student and their parent and/or legal guardian (hereinafter collectively "I") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, AGREE AND REPRESENT THAT I have read the Code of Conduct and agree to be bound by its terms and conditions.
2. FULLY UNDERSTAND that: (a.) traveling by school bus INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other drivers or passengers; (c.); there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. HEREBY RELEASE, discharge, and covenant not to sue the Our Lady of Mercy Academy, OLMA Crew, Gary Beekman, Virginia Sigal, Linda Poll, their administrators, directors, agents, officers, volunteers and employees, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or allege to be caused in whole or in part by the negligence of the Releasees or otherwise and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify save and hold harmless each of the Releasees, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

**I have read this agreement, fully understand its terms, understand that have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

**Printed Name of Participant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **PARENTAL CONSENT**

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** (h) \_\_\_\_\_ (Cell) \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_